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Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

CHIQUITA FRESH, N.A., L.L.C., et al.

Plaintiffs

v.

SAMMY'S PRODUCE, INC., et al

Defendants

Civil Action No: 3:08-cv-00714

**DECLARATION IN SUPPORT
OF APPLICATION FOR
PRELIMINARY INJUNCTION**

Ira Gershow, being duly sworn, deposes and says:

1. I am the Chief Financial Officer of Andrew & Williams Sales Co., Inc. ("A&W"), and make this Affidavit in support of an application for preliminary injunction pursuant to Rule 65 of the Federal Rules of Civil Procedure.

2. I am personally familiar with all matters which are the subject of this proceeding and the facts set forth in this declaration are within my personal knowledge. If called upon as a witness, I would and could competently testify to all facts stated in this declaration.

3. A&W is a corporation with a principal place of business in San Diego, CA, which sells wholesale quantities of perishable agricultural commodities (hereafter "produce"). A&W is a produce dealer subject to and licensed under the Perishable

1 Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §499a *et. seq.* (hereafter
2 "PACA").

3 4. a. Sammy's Produce, Inc. ("Sammy's Produce") is a produce dealer as
4 defined by 7 U.S.C. §499a and operates subject to and is licensed under the PACA.

5 b. Upon information and belief, Yan Skwara, Samuel V. Nucci and
6 Darin Pines are and were responsible for the day-to-day operations of Sammy's Produce
7 during the time in question and were in a position of control over the PACA trust assets
8 belonging to A&W.

9 5. The sales and accounts receivable records of A&W including invoices
10 and account statements, are made in the ordinary course of business and are made at
11 or near the time of the occurrence of the event of which they are a record. These
12 business records are made by me or under my direction and supervision by
13 employees whose duty it is to prepare such documents.

14 6. My responsibilities include monitoring the sale of produce, including
15 those sales that are the subject of this dispute. My responsibilities also include
16 supervising collection of the accounts receivable for such sales, including Sammy's
17 Produce's account which is the subject of the present application. I have custody and
18 control of the sales and accounts receivable records of A&W as they relate to
19 Sammy's Produce and I am thoroughly familiar with the manner in which those records
20 are compiled.

21 7. Between December 19, 2007 and January 22, 2008, A&W sold and
22 delivered to defendants, in interstate commerce, various wholesale lots of produce worth
23 \$52,332.42 which remains unpaid. (Copies of the outstanding invoices are attached
24 hereto as Exhibit 1.)

25 8. Defendants accepted the produce received from A&W.

26 9. A&W preserved its interest in the PACA trust in the amount of \$52,332.42
27 by timely delivering invoices to defendants, which contained the language required under
28

1 Section 5(c) of the Perishable Agricultural Commodities Act ("PACA"), 7 U.S.C. §499e(c).
2 (See Exhibit 1 attached hereto.)

3 10. Defendants are obligated to hold in trust all produce-related assets
4 received from the sale of produce in order to pay \$52,332.42 to A&W.

5 11. Last week, the A&W accounts receivable department told me that
6 Sammy's Produce was having severe cash flow problems, but would still try to pay.

7 12. Defendants' failure, refusal and inability to pay, demonstrate that
8 defendants are failing to maintain sufficient assets in the statutory trust, and are
9 dissipating assets.

10 13. Unless the assets of the defendant corporation are frozen, it is likely the
11 trust assets will continue to be dissipated. As a result, A&W will suffer immediate and
12 irreparable harm because it will lose the trust assets and rights that are owed under the
13 statute.

14 14. No provisional remedy has been secured or sought in this action, and no
15 prior application has been made for the same or similar relief as is sought herein.

16 I declare under penalty of perjury that the foregoing is true and correct.

17 Executed on April 24, 2008

18
19 Andrew & Williamson Sales Co., Inc.

20
21 *Ira Gershow*
22 Ira Gershow

23 Subscribed and sworn to before me this 24 day of April, 2008.

24
25 *Alma A. Regalado*
26 Notary Public

27 My commission expires: June 13, 2009

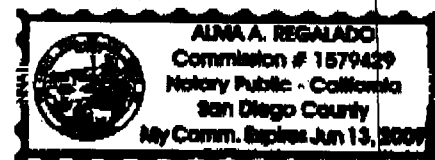


Exhibit 1

Andrew & Williamson Fresh Produce

Ship Date	Order No.	Cust PO	Slsprsn	Pay Terms	Sale Terms	Hold	Inv Amt	Rcpt Amt	Balance	Days
Sammy's			1169	Phone: (760) 6314250			Credit Limit Amt: 75,000.00		Credit Limit Days: 0	
Dec 19, 2007	121643		Mitch William	Net 10	Market - FOB	No	8,110.00	.00	8,110.00	119
Jan 04, 2008	122384		Mitch William	Net 10	Market - FOB	No	12,800.00	.00	12,800.00	103
Jan 09, 2008	122802	SAMMY'S	Mitch William	Net 10	Market - FOB	No	11,200.00	.00	11,200.00	98
Jan 14, 2008	123002		Mitch William	Net 10	Market - FOB	No	8,932.60	.00	8,932.60	93
Jan 17, 2008	123259	13441	Mitch William	Net 10	Market - FOB	No	3,945.00	.00	3,945.00	90
Jan 17, 2008	123260	13445	Mitch William	Net 10	Market - FOB	No	4,716.00	.00	4,716.00	90
Jan 18, 2008	123322	13448	Mitch William	Net 10	Market - FOB	No	1,275.10	.00	1,275.10	89
Jan 22, 2008	123476	13452	Mitch William	Net 10	Market - FOB	No	1,353.72	.00	1,353.72	85
Total: Sammy's							52,332.42	.00	52,332.42	
Grand Total:							52,332.42	.00	52,332.42	
Number of Invoices: 8										

Andrew Williamson
FRESH PRODUCE

Andrew & Williamson Fresh Produce
 9940 Marconi Drive
 San Diego CA 92154

INVOICE



Invoice #: 121643

Invoice: Dec 19, 2007

Ship: Dec 19, 2007

Pay Terms: Net 10

Sold To: Sammy's
 P.O. Box 0095
 Vista CA 92085-0095
 USA

Ship To: Sammy's
 1280 N. Melrose.
 Vista CA 92085-0095
 USA

Page 1 of 1

Sale Terms: Market - FOB	Salesperson: Mitch Williamson	Carrier: SAMMIS
Order: Dec 19, 2007	Via: Truck	Trailer lic: 175A85T
Cust PO:	Currency: USD	St: CA
		Broker:

Description	Quantity	Price	Amount
Roma Box 25 lbs XL Baja Clasic	240	10.00	2,400.00
Roma Box 25 lbs L Baja Clasic	52	10.00	520.00
Roma Box 25 lbs M Baja Clasic	22	10.00	220.00
Roma Box 25 lbs S Baja Clasic	160	10.00	1,600.00
Organic Roma Box 25lb L #2	13	10.00	130.00
Roma Modular XL #2	39	10.00	390.00
Roma Modular L #2	160	10.00	1,600.00
Roma Modular M #2	23	10.00	230.00
Roma Modular XL Limited Edition	49	10.00	490.00
Roma Modular L Limited Edition	28	10.00	280.00
Roma Box 25 lbs XL Limited Edition	25	10.00	250.00
Chep	10		.00
INVOICE TOTAL:	811		8,110.00

Make Checks Payable To: Andrew Williamson Sales Company

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Shipper:
Andrew & Williamson Fresh Produce
9940 Marconi Drive
San Diego CA 92154
(619) 661-6004

Ship: Dec 19, 2007
Load: Dec 19, 2007 14:10
Out: Dec 19, 2007 15:35
Divr By:
Driver: RAUL
Driver Lic:

Order #: 121643
Cust PO:
Terms: Market - FOB
Slsprsn: Mitch Williamson
Truck Lic:
Trailer Lic: 175A85T CA

To (Consignee):
Sammy's
P.O. Box 0095
Vista CA 92085-0095
USA

Destination: Telephone: (760) 6314250
Sammy's
1280 N. Melrose.
Vista CA 92085-0095
USA

Page 1 of 2

Carrier: SAMMIS

Carrier Arranged By:
Truck Brkr:

Temp Degrees F. **Low:** **High:**
Ship Via: Truck **Loaded At:** Otay
Ship Charges Paid By:

Reporting Instructions:

Ordered	Shipped	Description	Gross Weight
240	240	Roma Box 25 lbs XL Baja Clasic	6000
52	52	Roma Box 25 lbs L Baja Clasic	1300
22	22	Roma Box 25 lbs M Baja Clasic	550
160	160	Roma Box 25 lbs S Baja Clasic	4000
13	13	Organic Roma Box 25lb L #2	325
126	39	Roma Modular XL #2	975
188	160	Roma Modular L #2	4000
23	23	Roma Modular M #2	575
49	49	Roma Modular XL Limited Edition	1225

Inspection:

Recorder No:

Chart No:

Loading Instructions:

Delivery Instructions:

Billing Instructions:

Contract Terms and Conditions

- Where used in this Bill of Lading, the term Carrier means the person, firm, or corporation operating the motor vehicle and in possession of the property under this contract; and the execution of this contract by the Carrier shall bind jointly, and severally, the person, firm or corporation owning or operating the motor vehicle. The Carrier assumes full responsibility for any and all loss, damage or delay to the property while in its possession and until delivery to the consignee except when the loss, damage, or delay is caused by an act of God, act of public enemy or by an act or omission of the shipper or consignee.
- The Carrier agrees to transport of property under protective service, at the temperature specified, between the origin and destination shown in this contract and to deliver the property to the consignee in good condition at the delivery time specified, if any. In the event the Carrier fails to so transport and deliver the property, then the Carrier agrees to pay the owner of the property for the actual loss or injury to the property resulting from such failure.
- It is further agreed that if no specific delivery time is stated on this contract, then timely delivery of the property will be based on the Carrier's usual and normal schedule for perishable shipments transported with reasonable dispatch between the points shown on this contract. The Carrier represents that the delivery can be performed without violating any local, state or federal traffic or safety laws and regulations, and that it has complied and will comply with all laws and regulations of local, state and federal authorities which could affect this transportation or agreement.
- Claims against either or both the Carrier or Truck Broker, if any, must be filed within nine months of delivery, or in the case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Such claims may be filed either with a Carrier or Truck Broker, if any.
- The Carrier warrants and represents to shipper and consignee, or other owner of the shipment, that the motor vehicle described in this contract is covered by a valid effective insurance policy, in at least the amounts prescribed by the federal government. It is further represented that this shipment is covered by a presently effective cargo insurance policy in at least the amount of \$25,000.00 and that additional coverage will be obtained to cover the actual value of the shipment if the shipper states the value on the face of this contract.
- All parties acknowledge that the Truck Broker, for compensation received from the Carrier, has acted as the Carrier's agent. It is acknowledged that the shipper or consignee has relied on the Truck Broker in securing adequate and satisfactory transportation services, and that the Truck Broker agrees to indemnify and hold harmless the shipper or consignee or other owners of the property transported from any loss due to the Carrier's negligence, act of omission, or any failure to fully perform and comply with the terms of this agreement.

RECEIVED from the shipper named herein, the perishable property described in good order and condition, except as noted, marked, consigned and destined as indicated, pursuant to an agreement (arranged by the truck broker, name herein, if any), whereby the carrier, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract, which may be printed or written on the face or back hereof, which are hereby agreed to by the carrier, shipper, and the truck broker if any.

Shipper:

Date: 12-19-07

Carrier:

Received above in good shipping condition and verified counts.

Date: 12/19/07

Consignee:

Received above perishable property in good order, except as noted.

Date:

Andrew Williamson**FRESH PRODUCE**

Andrew & Williamson Fresh Produce
 9940 Marconi Drive
 San Diego CA 92154



Invoice #: 122384

Invoice: Jan 04, 2008

Ship: Jan 04, 2008

Pay Terms: Net 10

Sold To: Sammy's
 P.O. Box 0095
 Vista CA 92085-0095
 USA

Ship To: Sammy's
 1280 N. Melrose.
 Vista CA 92085-0095
 USA

Page 1 of 1

Sale Terms: Market - FOB

Salesperson: Mitch Williamson

Carrier: SAMLI'S

Order: Jan 04, 2008

Via: Truck

Trailer lic: 4GJ8002

St: CA

Cust PO:

Currency: USD

Broker:

Description	Quantity	Price	Amount
Roma Modular S Limited Edition	1600	8.00	12,800.00
Chep	20		.00
INVOICE TOTAL:	1600		12,800.00

Make Checks Payable To: Andrew Williamson Sales Company

Please return a copy of this invoice with your remittance - Thank You

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Shipper:
Andrew & Williamson Fresh Produce
9940 Marconi Drive
San Diego CA 92154
(619) 661-6004

Ship: Jan 04, 2008
Load: Jan 04, 2008 10:32
Out: Jan 04, 2008 11:27
Divr By:
Driver: PEDRO
Driver Lic:

Order #: 122384
Cust PO:
Terms: Market - FOB
Slspn: Mltch Williamson
Truck Lic:
Trailer Lic: 4GJ8002 CA

To (Consignee):
Sammy's
P.O. Box 0095
Vista CA 92085-0095
USA

Destination: Telephone: (760) 6314250
Sammy's
1280 N. Melrose.
Vista CA 92085-0095
USA

Page 1 of 1

Carrier: SAMLI'S

Carrier Arranged By:
Truck Brkr:

Temp Degrees F. Low: 48 High: 50
Ship Via: Truck Loaded At: Otag
Ship Charges Paid By:

Reporting Instructions:

Ordered	Shipped	Description	Gross Weight
1600	1600	Roma Modular S Limited Edition	40000
1600	1600	20 Chep	40000

Inspection:

Recorder No:

Chart No:

Loading Instructions:

Delivery Instructions:

Billing Instructions:

Contract Terms and Conditions

- Where used in this Bill of Lading, the term Carrier means the person, firm, or corporation operating the motor vehicle and in possession of the property under this contract; and the execution of this contract by the Carrier shall bind jointly, and severally, the person, firm or corporation owning or operating the motor vehicle. The Carrier assumes full responsibility for any and all loss, damage or delay to the property while in its possession and until delivery to the consignee except when the loss, damage, or delay is caused by an act of God, act of public enemy or by an act or omission of the shipper or consignee.
- The Carrier agrees to transport of property under protective service, at the temperature specified, between the origin and destination shown in this contract and to deliver the property to the consignee in good condition at the delivery time specified, if any. In the event the Carrier fails to so transport and deliver the property, then the Carrier agrees to pay the owner of the property for the actual loss or injury to the property resulting from such failure.
- It is further agreed that if no specific delivery time is stated on this contract, then timely delivery of the property will be based on the Carrier's usual and normal schedule for perishable shipments transported with reasonable dispatch between the points shown on this contract. The Carrier represents that the delivery can be performed without violating any local, state or federal traffic or safety laws and regulations, and that it has complied and will comply with all laws and regulations of local, state and federal authorities which could affect this transportation or agreement.
- Claims against either or both the Carrier or Truck Broker, if any, must be filed within nine months of delivery, or in the case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Such claims may be filed either with a Carrier or Truck Broker, if any.
- The Carrier warrants and represents to shipper and consignee, or other owner of the shipment, that the motor vehicle described in this contract is covered by a valid effective insurance policy, in at least the amounts prescribed by the federal government. It is further represented that this shipment is covered by a presently effective cargo insurance policy in at least the amount of \$25,000.00 and that additional coverage will be obtained to cover the actual value of the shipment if the shipper states the value on the face of this contract.
- All parties acknowledge that the Truck Broker, for compensation received from the Carrier, has acted as the Carrier's agent. It is acknowledged that the shipper or consignee has relied on the Truck Broker in securing adequate and satisfactory transportation services, and that the Truck Broker agrees to indemnify and hold harmless the shipper or consignee or other owners of the property transported from any loss due to the Carrier's negligence, act of omission, or any failure to fully perform and comply with the terms of this agreement.

RECEIVED from the shipper named herein, the perishable property described in good order and condition, except as noted, marked, consigned and destined as indicated, pursuant to an agreement (arranged by the truck broker, name herein, if any), whereby the carrier, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract, which may be printed or written on the face or back hereof, which are hereby agreed to by the carrier, shipper, and the truck broker if any.

Shipper:

Date 1/04/08

Carrier:

Received above in good shipping condition and verified count.

Date 1/4/08

Consignee:

Received above perishable property in good order, except as noted.

Date

Andrew Williamson
FRESH PRODUCE

Andrew & Williamson Fresh Produce
 9940 Marconi Drive
 San Diego CA 92154

INVOICE



Invoice #: 122802
 Invoice: Jan 09, 2008
 Ship: Jan 09, 2008
 Pay Terms: Net 10

Sold To: Sammy's
 P.O. Box 0095
 Vista CA 92085-0095
 USA

Ship To: Sammy's
 1280 N. Melrose
 Vista CA 92085-0095
 USA

Page 1 of 1

Sale Terms: Market - FOB	Salesperson: Mitch Williamson	Carrier: SAMMY'S
Order: Jan 09, 2008	Via: Truck	Trailer lic: 4GJ8002 St: CA
Cust PO: SAMMY'S	Currency: USD	Broker:

Description	Quantity	Price	Amount
Roma Modular M #2	535	7.00	3,745.00
Roma Modular S #2	28	7.00	196.00
Roma Modular L #2	338	7.00	2,366.00
Roma Modular XL #2	293	7.00	2,051.00
Roma Box 25 lbs L Baja Clasic	320	7.00	2,240.00
Organic Roma Box 25lb L #2	86	7.00	602.00
Chep	20		.00
INVOICE TOTAL:	1600		11,200.00

Make Checks Payable To: Andrew Williamson Sales Company

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Shipper:
Andrew & Williamson Fresh Produce
9940 Marconi Drive
San Diego CA 92154
(619) 661-6004

Ship: Jan 09, 2008
Load: Jan 09, 2008 16:57
Out: Jan 09, 2008 18:48
Divr By:
Driver: PEDRO
Driver Lic:

Order #: 122802
Cust PO: SAMMY'S
Terms: Market - FOB
Slasprn: Mitch Williamson
Truck Lic:
Trailer Lic: 4GJ8002 CA

To (Consignee):
Cash Sales
9940 Marconi Dr
San Diego CA 92011
USA

Destination: Telephone:
Cash Sales
9940 Marconi Dr
San Diego CA 92011
USA

SAMMY'S

Page 1 of 1

Carrier: SAMMY'S

Carrier Arranged By:
Truck Brkr:

Temp Degrees F. Low: 48 High: 50
Ship Via: Truck Loaded At: Otay
Ship Charges Paid By:

Reporting Instructions:

Ordered	Shipped	Description	Gross Weight
535	535	Roma Modular M #2	13375
28	28	Roma Modular S #2	700
338	338	Roma Modular L #2	8450
293	293	Roma Modular XL #2	7325
320	320	Roma Box 25 lbs L Baja Clasico	8000
86	86	Organic Roma Box 25lb L #2	2150
1600	1600		40000
	20	Chep	

700

Inspection:

Recorder No:

Chart No:

Loading Instructions:

Delivery Instructions:

Billing Instructions:

Contract Terms and Conditions

- Where used in this Bill of Lading, the term Carrier means the person, firm, or corporation operating the motor vehicle and in possession of the property under this contract; and the execution of this contract by the Carrier shall bind jointly, and severally, the person, firm or corporation owning or operating the motor vehicle. The Carrier assumes full responsibility for any and all loss, damage or delay to the property while in its possession and until delivery to the consignee except when the loss, damage, or delay is caused by an act of God, act of public enemy or by an act or omission of the shipper or consignee.
- The Carrier agrees to transport of property under protective service, at the temperature specified, between the origin and destination shown in this contract and to deliver the property to the consignee in good condition at the delivery time specified, if any. In the event the Carrier fails to so transport and deliver the property, then the Carrier agrees to pay the owner of the property for the actual loss or injury to the property resulting from such failure.
- It is further agreed that if no specific delivery time is stated on this contract, then timely delivery of the property will be based on the Carrier's usual and normal schedule for perishable shipments transported with reasonable dispatch between the points shown on this contract. The Carrier represents that the delivery can be performed without violating any local, state or federal traffic or safety laws and regulations, and that it has complied and will comply with all laws and regulations of local, state and federal authorities which could affect this transportation or agreement.
- Claims against either or both the Carrier or Truck Broker, if any, must be filed within nine months of delivery, or in the case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Such claims may be filed either with a Carrier or Truck Broker, if any.
- The Carrier warrants and represents to shipper and consignee, or other owner of the shipment, that the motor vehicle described in this contract is covered by a valid effective insurance policy, in at least the amounts prescribed by the federal government. It is further represented that this shipment is covered by a presently effective cargo insurance policy in at least the amount of \$25,000.00 and that additional coverage will be obtained to cover the actual value of the shipment if the shipper states the value on the face of this contract.
- All parties acknowledge that the Truck Broker, for compensation received from the Carrier, has acted as the Carrier's agent. It is acknowledged that the shipper or consignee has relied on the Truck Broker in securing adequate and satisfactory transportation services, and that the Truck Broker agrees to indemnify and hold harmless the shipper or consignee or other owners of the property transported from any loss due to the Carrier's negligence, act of omission, or any failure to fully perform and comply with the terms of this agreement.

RECEIVED from the shipper named herein, the perishable property described in good order and condition, except as noted, marked, consigned and destined as indicated, pursuant to an agreement (arranged by the truck broker, name herein, if any), whereby the carrier, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract, which may be printed or written on the face or back hereof, which are hereby agreed to by the carrier, shipper, and the truck broker if any.

Shipper:

Date *01-09-08*

Carrier:

Date *01/9/08*

Received above in good shipping condition and verified count.

Consignee:

Date

Received above perishable property in good order, except as noted.

Andrew Williamson
FRESH PRODUCE

Andrew & Williamson Fresh Produce
9940 Marconi Drive
San Diego CA 92154

INVOICE



Invoice #: 123002
Invoice: Jan 14, 2008
Ship: Jan 14, 2008
Pay Terms: Net 10

Sold To: Sammy's
P.O. Box 0095
Vista CA 92085-0095
USA

Ship To: Sammy's
1280 N. Melrose.
Vista CA 92085-0095
USA

Page 1 of 1

Sale Terms: Market - FOB	Salesperson: Mitch Williamson	Carrier: SAMMY'S	
Order: Jan 14, 2008	Via: Truck	Trailer lic: 4GJ8002	St: CA
Cust PO:	Currency: USD	Broker:	

Description	Quantity	Price	Amount
Roma Modular L #2	69	5.90	407.10
Roma Modular XL #2	11	5.90	64.90
Organic Roma Box 25lb M Limited Edition	160	5.90	944.00
Organic Roma Box 25lb M	320	5.90	1,888.00
Roma Modular M Limited Edition	30	5.90	177.00
Roma Modular L Limited Edition	512	5.90	3,020.80
Roma Modular S Limited Edition	412	5.90	2,430.80
Chep	19		.00
INVOICE TOTAL:	1514		8,932.60

Make Checks Payable To: Andrew Williamson Sales Company

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Shipper:
Andrew & Williamson Fresh Produce
9940 Marconi Drive
San Diego CA 92154
(619) 661-6004

Ship: Jan 14, 2008
Load: Jan 14, 2008 13:04
Out: Jan 14, 2008 14:34
Dir By:
Driver: PEDRO
Driver Lic:

Order #: 123002
Cust PO:
Terms: Market - FOB
Slsprsn: Mitch Williamson
Truck Lic:
Trailer Lic: 4GJ8002 CA

To (Consignee):
Sammy's
P.O. Box 0095
Vista CA 92085-0095
USA

Destination: Telephone: (760) 6314250
Sammy's
1280 N. Melrose.
Vista CA 92085-0095
USA

Page 1 of 2

Carrier: SAMMY'S **Carrier Arranged By:** **Temp Degrees F.** **Low:** **High:**
Truck Brkr: **Ship Via:** Truck **Loaded At:** Otay
Ship Charges Paid By:

Reporting Instructions:

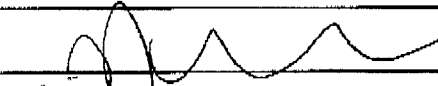

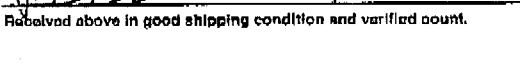
Quantity	Shipper's Description	Weight
500	69 Roma Modular L #2	1725
11	11 Roma Modular XL #2	275
160	160 Organic Roma Box 25lb M Limited Edition	4000
320	320 Organic Roma Box 25lb M	8000
800	30 Roma Modular M Limited Edition	750
600	512 Roma Modular L Limited Edition	12800
1600	412 Roma Modular S Limited Edition	10300
3991	1514	37850

Inspection: **Recorder No:** **Chart No:**
Loading Instructions:
Delivery Instructions:
Billing Instructions:

Contract Terms and Conditions

- Where used in this Bill of Lading, the term Carrier means the person, firm, or corporation operating the motor vehicle and in possession of the property under this contract; and the execution of this contract by the Carrier shall bind jointly, and severally, the person, firm or corporation owning or operating the motor vehicle. The Carrier assumes full responsibility for any and all loss, damage or delay to the property while in its possession and until delivery to the consignee except when the loss, damage, or delay is caused by an act of God, act of public enemy or by an act or omission of the shipper or consignee.
- The Carrier agrees to transport of property under protective service, at the temperature specified, between the origin and destination shown in this contract and to deliver the property to the consignee in good condition at the delivery time specified, if any. In the event the Carrier fails to so transport and deliver the property, then the Carrier agrees to pay the owner of the property for the actual loss or injury to the property resulting from such failure.
- It is further agreed that if no specific delivery time is stated on this contract, then timely delivery of the property will be based on the Carrier's usual and normal schedule for perishable shipments transported with reasonable dispatch between the points shown on this contract. The Carrier represents that the delivery can be performed without violating any local, state or federal traffic or safety laws and regulations, and that it has complied and will comply with all laws and regulations of local, state and federal authorities which could affect this transportation or agreement.
- Claims against either or both the Carrier or Truck Broker, if any, must be filed within nine months of delivery, or in the case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Such claims may be filed either with a Carrier or Truck Broker, if any.
- The Carrier warrants and represents to shipper and consignee, or other owner of the shipment, that the motor vehicle described in this contract is covered by a valid effective insurance policy, in at least the amounts prescribed by the federal government. It is further represented that this shipment is covered by a presently effective cargo insurance policy in at least the amount of \$25,000.00 and that additional coverage will be obtained to cover the actual value of the shipment if the shipper states the value on the face of this contract.
- All parties acknowledge that the Truck Broker, for compensation received from the Carrier, has acted as the Carrier's agent. It is acknowledged that the shipper or consignee has relied on the Truck Broker in securing adequate and satisfactory transportation services, and that the Truck Broker agrees to indemnify and hold harmless the shipper or consignee or other owners of the property transported from any loss due to the Carrier's negligence, act of omission, or any failure to fully perform and comply with the terms of this agreement.

RECEIVED from the shipper named herein, the perishable property described in good order and condition, except as noted, marked, consigned and destined as indicated, pursuant to an agreement (arranged by the truck broker, name herein, if any), whereby the carrier, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract, which may be printed or written on the face or back hereof, which are hereby agreed to by the carrier, shipper, and the truck broker if any.

Shipper:  **Date:** 1/14/08
Carrier:  **Date:** 1/14/08
Consignee:  **Date:**
Received above in good shipping condition and verified count.
Received above perishable property in good order, except as noted.

Andrew Williamson
FRESH PRODUCE

Andrew & Williamson Fresh Produce
9940 Marconi Drive
San Diego CA 92154



Invoice #: 123259

Invoice: Jan 17, 2008

Ship: Jan 17, 2008

Pay Terms: Net 10

Sold To: Sammy's
P.O. Box 0095
Vista CA 92085-0095
USA

Ship To: Sammy's
1280 N. Melrose.
Vista CA 92085-0095
USA

Page 1 of 1

Sale Terms: Market - FOB	Salesperson: Mitch Williamson	Carrier: SAMMY'S
Order: Jan 17, 2008	Via: Truck	Trailer lic: 4GJ8002 St: CA
Cust PO: 13441	Currency: USD	Broker:

Description	Quantity	Price	Amount
Roma Modular M Limited Edition	677	2.50	1,692.50
Roma Modular L Limited Edition	588	2.50	1,470.00
Roma Modular XL Limited Edition	168	2.50	420.00
Roma Modular S Limited Edition	145	2.50	362.50
Chep	20		.00
INVOICE TOTAL:	1578		3,945.00

Make Checks Payable To: Andrew Williamson Sales Company

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Shipper:
Andrew & Williamson Fresh Produce
9940 Marconi Drive
San Diego CA 92154
(619) 661-6004

Ship: Jan 17, 2008
Load: Jan 17, 2008 14:09
Out: Jan 17, 2008 15:03
Dir By:
Driver: PEDRO
Driver Lic:

Order #: 123259
Cust PO:
Terms: Market - FOB
Slsprsn: Mitch Williamson
Truck Lic:
Trailer Lic: 4GJ8002 CA

To (Consignee):
Sammy's
P.O. Box 0095
Vista CA 92085-0095
USA

Destination: Telephone: (760) 6314250
Sammy's
1280 N. Melrose.
Vista CA 92085-0095
USA

Page 1 of 1

Carrier: SAMMY'S

Carrier Arranged By:
Truck Brkr:

Temp Degrees F. Low: 48 High: 50
Ship Via: Truck **Loaded At:** Otay
Ship Charges Paid By:

Reporting Instructions:

Quantity	Shipper's Description	Consignee's Description	Gross Weight
677	677 Roma Modular M Limited Edition		16925
1265	588 Roma Modular L Limited Edition		14700
168	168 Roma Modular XL Limited Edition		4200
145	145 Roma Modular S Limited Edition		3625
2255	1578		39450
	20 Chep		

Inspection:

Recorder No:

Chart No:

Loading Instructions:

Delivery Instructions:

Billing Instructions:

Contract Terms and Conditions

- Where used in this Bill of Lading, the term Carrier means the person, firm, or corporation operating the motor vehicle and in possession of the property under this contract; and the execution of this contract by the Carrier shall bind jointly, and severally, the person, firm or corporation owning or operating the motor vehicle. The Carrier assumes full responsibility for any and all loss, damage or delay to the property while in its possession and until delivery to the consignee except when the loss, damage, or delay is caused by an act of God, act of public enemy or by an act or omission of the shipper or consignee.
- The Carrier agrees to transport of property under protective service, at the temperature specified, between the origin and destination shown in this contract and to deliver the property to the consignee in good condition at the delivery time specified, if any. In the event the Carrier fails to so transport and deliver the property, then the Carrier agrees to pay the owner of the property for the actual loss or injury to the property resulting from such failure.
- It is further agreed that if no specific delivery time is stated on this contract, then timely delivery of the property will be based on the Carrier's usual and normal schedule for perishable shipments transported with reasonable dispatch between the points shown on this contract. The Carrier represents that the delivery can be performed without violating any local, state or federal traffic or safety laws and regulations, and that it has complied and will comply with all laws and regulations of local, state and federal authorities which could affect this transportation or agreement.
- Claims against either or both the Carrier or Truck Broker, if any, must be filed within nine months of delivery, or in the case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Such claims may be filed either with a Carrier or Truck Broker, if any.
- The Carrier warrants and represents to shipper and consignee, or other owner of the shipment, that the motor vehicle described in this contract is covered by a valid effective insurance policy. In at least the amounts prescribed by the federal government. It is further represented that this shipment is covered by a presently effective cargo insurance policy in at least the amount of \$25,000.00 and that additional coverage will be obtained to cover the actual value of the shipment if the shipper states the value on the face of this contract.
- All parties acknowledge that the Truck Broker, for compensation received from the Carrier, has acted as the Carrier's agent. It is acknowledged that the shipper or consignee has relied on the Truck Broker in securing adequate and satisfactory transportation services, and that the Truck Broker agrees to indemnify and hold harmless the shipper or consignee or other owners of the property transported from any loss due to the Carrier's negligence, act of omission, or any failure to fully perform and comply with the terms of this agreement.

RECEIVED from the shipper named herein, the perishable property described in good order and condition, except as noted, marked, consigned and destined as indicated, pursuant to an agreement (arranged by the truck broker, name herein, if any), whereby the carrier, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract, which may be printed or written on the face or back hereof, which are hereby agreed to by the carrier, shipper, and the truck broker if any.

Shipper:

Date: 01-17-08

Carrier:

Date: 1/17/08

Consignee:

Date:

Received above in good shipping condition and verified count.

Received above perishable property in good order, except as noted.

Andrew Williamson
FRESH PRODUCE

Andrew & Williamson Fresh Produce
 9940 Marconi Drive
 San Diego CA 92154

INVOICE



Invoice #: 123260

Invoice: Jan 17, 2008

Ship: Jan 17, 2008

Pay Terms: Net 10

Sold To: Sammy's
 P.O. Box 0095
 Vista CA 92085-0095
 USA

Ship To: Sammy's
 1280 N. Melrose.
 Vista CA 92085-0095
 USA

Page 1 of 1

Sale Terms: Market - FOB	Salesperson: Mitch Williamson	Carrier: GL TRKG
Order: Jan 17, 2008	Via: Truck	Trailer lic: 4AL8667 St: CA
Cust PO: 13445	Currency: USD	Broker:

Description	Quantity	Price	Amount
Roma Modular M Limited Edition	1040	3.00	3,120.00
Roma Modular L Limited Edition	392	3.00	1,176.00
Roma Box 25 lbs XL Baja Clasic	140	3.00	420.00
Organic Roma Box 25lb L Baja Clasic	5		.00
Chep	20		.00
INVOICE TOTAL:	1577		4,716.00

Make Checks Payable To: Andrew Williamson Sales Company

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Shipper:
Andrew & Williamson Fresh Produce
9940 Marconi Drive
San Diego CA 92154
(619) 661-6004

Ship: Jan 17, 2008
Load: Jan 17, 2008 17:51
Out: Jan 17, 2008 19:04
Dir By:
Driver: TEODORO
Driver Lic:

Order #: 123260
Cust PO:
Terms: Market - FOB
Sisprn: Mitch Williamson
Truck Lic:
Trailer Lic: 4AL8667 CA

To (Consignee):
Sammy's
P.O. Box 0095
Vista CA 92085-0095
USA

Destination: Telephone: (760) 6314250
Sammy's
1280 N. Melrose.
Vista CA 92085-0095
USA

Page 1 of 1

Carrier: GL TRKG **Carrier Arranged By:** **Temp Degrees F.** Low: 48 High: 50
Truck Brkr: **Ship Via:** Truck **Loaded At:** Otay
Ship Charges Paid By:

Reporting Instructions:

Ordered	Shipped	Description	Gross Weight
1040	1040	Roma Modular M Limited Edition	26000
392	392	Roma Modular L Limited Edition	9800
140	140	Roma Box 25 lbs XL Baja Clasic	3500
5	5	Organic Roma Box 25lb L Baja Clasic	125
1577	1577		39425
	20	Chep	

Inspection: **Recorder No:** **Chart No:**
Loading Instructions:
Delivery Instructions:
Billing Instructions:

Contract Terms and Conditions

- Where used in this Bill of Lading, the term Carrier means the person, firm, or corporation operating the motor vehicle and in possession of the property under this contract; and the execution of this contract by the Carrier shall bind jointly, and severally, the person, firm or corporation owning or operating the motor vehicle. The Carrier assumes full responsibility for any and all loss, damage or delay to the property while in its possession and until delivery to the consignee except when the loss, damage, or delay is caused by an act of God, act of public enemy or by an act or omission of the shipper or consignee.
- The Carrier agrees to transport of property under protective service, at the temperature specified, between the origin and destination shown in this contract and to deliver the property to the consignee in good condition at the delivery time specified, if any. In the event the Carrier fails to so transport and deliver the property, then the Carrier agrees to pay the owner of the property for the actual loss or injury to the property resulting from such failure.
- It is further agreed that if no specific delivery time is stated on this contract, then timely delivery of the property will be based on the Carrier's usual and normal schedule for perishable shipments transported with reasonable dispatch between the points shown on this contract. The Carrier represents that the delivery can be performed without violating any local, state or federal traffic or safety laws and regulations, and that it has complied and will comply with all laws and regulations of local, state and federal authorities which could affect this transportation or agreement.
- Claims against either or both the Carrier or Truck Broker, if any, must be filed within nine months of delivery, or in the case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Such claims may be filed either with a Carrier or Truck Broker, if any.
- The Carrier warrants and represents to shipper and consignee, or other owner of the shipment, that the motor vehicle described in this contract is covered by a valid effective insurance policy, in at least the amounts prescribed by the federal government. It is further represented that this shipment is covered by a presently effective cargo insurance policy in at least the amount of \$25,000.00 and that additional coverage will be obtained to cover the actual value of the shipment if the shipper states the value on the face of this contract.
- All parties acknowledge that the Truck Broker, for compensation received from the Carrier, has acted as the Carrier's agent. It is acknowledged that the shipper or consignee has relied on the Truck Broker in securing adequate and satisfactory transportation services, and that the Truck Broker agrees to indemnify and hold harmless the shipper or consignee or other owners of the property transported from any loss due to the Carrier's negligence, act of omission, or any failure to fully perform and comply with the terms of this agreement.

RECEIVED from the shipper named herein, the perishable property described in good order and condition, except as noted, marked, consigned and destined as indicated, pursuant to an agreement (arranged by the truck broker, name herein, if any), whereby the carrier, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract, which may be printed or written on the face or back hereof, which are hereby agreed to by the carrier, shipper, and the truck broker if any.

Shipper:

Date: 01-17-08

Carrier:

Date: 1-17-08

Received above in good shipping condition and verified count.

Consignee:

Date:

Received above perishable property in good order, except as noted.

Andrew Williamson
FRESH PRODUCE

Andrew & Williamson Fresh Produce
 9940 Marconi Drive
 San Diego CA 92154

INVOICE



Invoice #: 123322

Invoice: Jan 18, 2008

Ship: Jan 18, 2008

Pay Terms: Net 10

Sold To: Sammy's
 P.O. Box 0095
 Vista CA 92085-0095
 USA

Ship To: Sammy's
 1280 N. Melrose.
 Vista CA 92085-0095
 USA

Page 1 of 1

Sale Terms: Market - FOB	Salesperson: Mitch Williamson	Carrier: GL TRKG	
Order: Jan 18, 2008	Via: Truck	Trailer lic: 4A8667	St: CA
Cust PO: 13448	Currency: USD	Broker:	

Description	Quantity	Price	Amount
Roma Modular L Limited Edition	1155	.82	947.10
Organic Roma Box 25lb M Limited Edition	80	.82	65.60
Roma Modular S Limited Edition	320	.82	262.40
Chep	20		.00
INVOICE TOTAL:	1555		1,275.10

Make Checks Payable To: Andrew Williamson Sales Company

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Shipper:
Andrew & Williamson Fresh Produce
9940 Marconi Drive
San Diego CA 92154
(619) 661-6004

Ship: Jan 18, 2008
Load: Jan 18, 2008 17:56
Out: Jan 18, 2008 18:34
Dir By:
Driver: TEODORO
Driver Lic:

Order #: 123322
Cust PO:
Terms: Market - FOB
Slsprsn: Mitch Williamson
Truck Lic:
Trailer Lic: 4A8667 CA

To (Consignee):
Sammy's
P.O. Box 0095
Vista CA 92085-0095
USA

Destination: **Telephone:** (760) 6314250
Sammy's
1280 N. Melrose.
Vista CA 92085-0095
USA

Page 1 of 1

Carrier: GL TRKG

Carrier Arranged By:
Truck Brkr:

Temp Degrees F. Low: 48 High: 50
Ship Via: Truck **Loaded At:** Otay
Ship Charges Paid By:

Reporting Instructions:

Original	Shipped	Description	Gross Weight
1200	1155	Roma Modular L Limited Edition	28875
80	80	Organic Roma Box 25lb M Limited Edition	2000
1600	320	Roma Modular S Limited Edition	8000
2880	1555		38875
	20	Chep	

Inspection:

Recorder No:

Chart No:

Loading Instructions:

Delivery Instructions:

Billing Instructions:

Contract Terms and Conditions

- Where used in this Bill of Lading, the term Carrier means the person, firm, or corporation operating the motor vehicle and in possession of the property under this contract; and the execution of this contract by the Carrier shall bind jointly, and severally, the person, firm or corporation owning or operating the motor vehicle. The Carrier assumes full responsibility for any and all loss, damage or delay to the property while in its possession and until delivery to the consignee except when the loss, damage, or delay is caused by an act of God, act of public enemy or by an act or omission of the shipper or consignee.
- The Carrier agrees to transport of property under protective service, at the temperature specified, between the origin and destination shown in this contract and to deliver the property to the consignee in good condition at the delivery time specified, if any. In the event the Carrier fails to so transport and deliver the property, then the Carrier agrees to pay the owner of the property for the actual loss or injury to the property resulting from such failure.
- It is further agreed that if no specific delivery time is stated on this contract, then timely delivery of the property will be based on the Carrier's usual and normal schedule for perishable shipments transported with reasonable dispatch between the points shown on this contract. The Carrier represents that the delivery can be performed without violating any local, state or federal traffic or safety laws and regulations, and that it has complied and will comply with all laws and regulations of local, state and federal authorities which could affect this transportation or agreement.
- Claims against either or both the Carrier or Truck Broker, if any, must be filed within nine months of delivery, or in the case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Such claims may be filed either with a Carrier or Truck Broker, if any.
- The Carrier warrants and represents to shipper and consignee, or other owner of the shipment, that the motor vehicle described in this contract is covered by a valid effective insurance policy, in at least the amounts prescribed by the federal government. It is further represented that this shipment is covered by a presently effective cargo insurance policy in at least the amount of \$25,000.00 and that additional coverage will be obtained to cover the actual value of the shipment if the shipper states the value on the face of this contract.
- All parties acknowledge that the Truck Broker, for compensation received from the Carrier, has acted as the Carrier's agent. It is acknowledged that the shipper or consignee has relied on the Truck Broker in securing adequate and satisfactory transportation services, and that the Truck Broker agrees to indemnify and hold harmless the shipper or consignee or other owners of the property transported from any loss due to the Carrier's negligence, act of omission, or any failure to fully perform and comply with the terms of this agreement.

RECEIVED from the shipper named herein, the perishable property described in good order and condition, except as noted, marked, consigned and destined as indicated, pursuant to an agreement (arranged by the truck broker, name herein, if any), whereby the carrier, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract, which may be printed or written on the face or back hereof, which are hereby agreed to by the carrier, shipper, and the truck broker if any.

Shipper:

Date: 1/18

Carrier:

Date: 1/18

Received above in good shipping condition and verified count.

Consignee:

Date:

Received above perishable property in good order, except as noted.

Andrew Williamson**FRESH PRODUCE**

Andrew & Williamson Fresh Produce
9940 Marconi Drive
San Diego CA 92154

INVOICE

Invoice #: 123476

Invoice: Jan 22, 2008

Ship: Jan 22, 2008

Pay Terms: Net 10

Sold To: Sammy's
P.O. Box 0095
Vista CA 92085-0095
USA

Ship To: OLYMPIC FRUIT & VEGETABLE
1601 E. Olympic Blvd.
Bldg. 200, Bays 90021-0831
LOS ANGELES CA 90021-0831
USA

Page 1 of 1

Sale Terms: Market - FOB	Salesperson: Mitch Williamson	Carrier: SAMMY'S	
Order: Jan 22, 2008	Via: Truck	Trailer lic: 4GS8002	St: CA
Cust PO: 13452	Currency: USD	Broker:	

Description	Quantity	Price	Amount
Roma RPC 25 lbs L Limited Edition	80	.87	69.60
Roma Modular M Limited Edition	48	.87	41.76
Roma Modular XL Limited Edition	32	.87	27.84
Roma Modular S Limited Edition	560	.87	487.20
Organic Roma Box 25lb M Limited Edition	509	.87	442.83
Organic Roma Box 25lb L Limited Edition	19	.87	16.53
Organic Roma Box 25lb S Limited Edition	68	.87	59.16
Roma RPC 25 lbs S Limited Edition	240	.87	208.80
Chep	21		.00
INVOICE TOTAL:	1556		1,353.72

Make Checks Payable To: Andrew Williamson Sales Company

Please return a copy of this invoice with your remittance - Thank You

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Shipper:
Andrew & Williamson Fresh Produce
9940 Marconi Drive
San Diego CA 92154
(619) 661-6004

Ship: Jan 22, 2008
Load: Jan 22, 2008 12:20
Out: Jan 22, 2008 13:18
Dir By:
Driver: PEDRO
Driver Lic:

Order #: 123476
Cust PO:
Terms: Market - FOB
Slsprsn: Mitch Williamson
Truck Lic:
Trailer Lic: 4GS8002 CA

To (Consignee):
Sammy's
P.O. Box 0095
Vista CA 92085-0095
USA

Destination: Telephone:
OLYMPIC FRUIT & VEGETABLE
1601 E. Olympic Blvd.
Bldg. 200, Bays 90021-0831
LOS ANGELES CA 90021-0831
USA

Page 1 of 2

Carrier: SAMMY'S
Carrier Arranged By:
Truck Brkr:
Temp Degrees F. Low: High:
Ship Via: Truck **Loaded At:** Otay
Ship Charges Paid By:

Reporting Instructions:

Contract	Shipped	Description	Net Weight
80	80	Roma RPC 25 lbs L Limited Edition	2000
48	48	Roma Modular M Limited Edition	1200
32	32	Roma Modular XL Limited Edition	800
1120	560	Roma Modular S Limited Edition	14000
300	509	Organic Roma Box 25lb M Limited Edition	12725
300	19	Organic Roma Box 25lb L Limited Edition	475
300	68	Organic Roma Box 25lb S Limited Edition	1700
300	240	Roma RPC 25 lbs S Limited Edition	6000
2480	1556		38900

Inspection: Recorder No: Chart No:
Loading Instructions:
Delivery Instructions:
Billing Instructions:

Contract Terms and Conditions

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RECEIVED from the shipper named herein, the perishable property described in good order and condition, except as noted, marked, consigned and destined as indicated, pursuant to an agreement (arranged by the truck broker, name herein, if any), whereby the carrier, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract, which may be printed or written on the face or back hereof, which are hereby agreed to by the carrier, shipper, and the truck broker if any.

Shipper:

Date

Carrier:

Date

Consignee:

Date

Received above perishable property in good order, except as noted.